

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF  
MUNSTER, INDIANA AND LAKE COUNTY, INDIANA  
FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN FOR  
REHABILITATION AND MAINTENANCE OF THE CALUMET AVENUE WATER  
TANK MAINTENANCE PROJECT LOCATED IN NORTH TOWNSHIP, LAKE  
COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF MUNSTER, INDIANA AND LAKE COUNTY, INDIANA FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN FOR REHABILITATION AND MAINTENANCE OF THE CALUMET AVENUE WATER TANK MAINTENANCE PROJECT IN NORTH TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF MUNSTER, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "MUNSTER"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

**RECITALS**

**WHEREAS**, MUNSTER is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of MUNSTER; and

**WHEREAS**, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

**WHEREAS**, MUNSTER and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

**WHEREAS**, MUNSTER and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

**WHEREAS**, MUNSTER and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance, hereafter referred to as the PROJECT; and

**WHEREAS, MUNSTER, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECT is a public improvement in the best interests of the residents of MUNSTER and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.**

### **COVENANTS**

**NOW, THEREFORE, MUNSTER and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:**

#### **SECTION 1: DURATION.**

**The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.**

#### **SECTION 2: PURPOSE.**

**The purpose of this Agreement is to set forth and establish the responsibilities and obligations of MUNSTER and COUNTY concerning the PROJECT.**

#### **SECTION 3: EFFECTIVE DATE**

**The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.**

#### **SECTION 4: PROJECT DEFINED.**

**This Project is for improvement costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-72***

#### **SECTION 5: PROJECT FUNDING.**

**COUNTY agrees to pay to MUNSTER within thirty (30) days of MUNSTER commencing the Project, the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs MUNSTER will incur for the PROJECT improvement.**

#### **SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.**

**A. This Agreement shall be administered as follows:**

- 1) MUNSTER shall use the funds for improvement costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance.
  - 2) With the \$250,000.00 received from LAKE COUNTY, MUNSTER shall use the funds for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance.
- B. The CLERK-TREASURER OF THE TOWN OF MUNSTER, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. MUNSTER shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by MUNSTER, the COUNTY will not be in privity of contract with any person or company contacted by MUNSTER to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and MUNSTER shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECT.
- E. The project will be deemed completed when MUNSTER certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

#### **SECTION 7: ASSIGNMENT OF RIGHTS.**

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

#### **SECTION 8: AMENDMENTS.**

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

#### **SECTION 9: FORCE MAJEURE.**

Except as otherwise provided in this Agreement, MUNSTER and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether

federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of MUNSTER and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

**SECTION 10: NOTICES.**

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Munster Town Council  
Council President  
1005 Ridge Road  
Munster, In 46321

Commissioner Mike Repay  
2293 North Main Street  
Crown Pt., In 46307

Councilman Charlie Brown  
2293 North Main Street  
Crown Pt., In 46307

**SECTION 11: CAPTIONS.**

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

**SECTION 12: SEVERABILITY.**

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

**SECTION 13: ENTIRETY OF AGREEMENT.**

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

**SECTION 14: MATERIAL DISPUTE.**

The parties agree that MUNSTER and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

**SECTION 15: COUNTERPARTS.**

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

**SECTION 16: RECORDING AND FILING.**

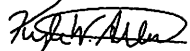
- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

**SECTION 17: PUBLIC ACTION AND RATIFICATION.**

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
  - 1) The Town Council as the executive and fiscal body of the Town of MUNSTER, Lake County, Indiana, a Municipal Corporation.
  - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
  - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

**LAKE COUNTY, INDIANA  
BOARD OF COMMISSIONERS:**



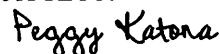
Kyle Allen, Sr., 1<sup>st</sup> District

Michael C. Repay, 3<sup>rd</sup> District



Jerry Tippy, 2<sup>nd</sup> District

ATTEST:



Peggy Katona, Auditor

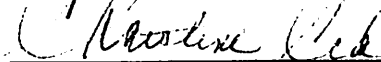
**LAKE COUNTY, INDIANA  
COUNTY COUNCIL:**



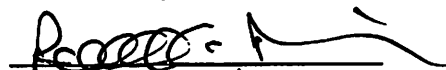
David Hamm, 1<sup>st</sup> District

ABSENT

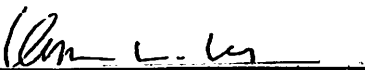
Charlie Brown, 3<sup>rd</sup> District



Christine Cid, 5<sup>th</sup> District




Randy Niemeyer, 7<sup>th</sup> District



Clorius Lay, 2<sup>nd</sup> District



Pete Lindemulder, 4<sup>th</sup> District



Ted Bilski, 6<sup>th</sup> District

Signed by Lake County Council on 8/8/2023

**IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**MUNSTER, INDIANA  
TOWN COUNCIL:**

\_\_\_\_\_  
Ken Schoon, Ward 1

\_\_\_\_\_  
Chuck Gardiner, Ward 3

\_\_\_\_\_  
Andy Koultourides, Ward 5

\_\_\_\_\_  
Lee Ann Mellon, Ward 2

\_\_\_\_\_  
Steve Tulowitzki, Ward 4

**ATTEST:**

\_\_\_\_\_  
Wendy Mis,  
Clerk-Treasurer

RESOLUTION NO. 2022- 72

**RESOLUTION OF THE LAKE COUNTY COUNCIL REGARDING  
APPROPRIATION OF COUNTY RESERVE REVENUE FUNDS  
TO THE TOWN OF MUNSTER, INDIANA**

**WHEREAS**, I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

**WHEREAS**, I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

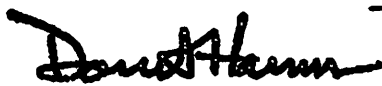
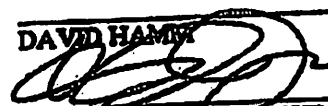

**WHEREAS**, Lake County, Indiana ("County") has been awarded a certain sum of monies by the Federal Government through the American Recovery Plan ("ARP") which allowed an allocation for lost revenue that was used to pay down Lake County Health Insurance program debt, leaving a reserve in the General Fund; and


**WHEREAS**, the County has engaged in conversation to appropriate the sum of \$250,000.00 to the Town of Munster for improvement costs which will be incurred by the Town of Munster for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance project; providing a benefit to the citizens of Lake County, Indiana.




**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Council of Lake County, Indiana determines that it is in the best interests of the County to appropriate \$250,000.00 of the County's reserve revenue funds to the Town of Munster for improvements costs which will be incurred by the Town for rehabilitation and maintenance of the Calumet Avenue Water Tank Maintenance project.

PASSED AND ADOPTED by the Council of Lake County, Indiana, on the 11th day of October, 2022.

  
DAVID HAMER  
  
CHRISTIAN J. JORGENSEN  
  
DANIEL E. DERNULC

  
TED F. BILSKI, President  
PRESENTED TO  
BOARD OF COMMISSIONERS  
BY LAKE COUNTY AUDITOR  
OCT 12 2022

  
CHRISTINE CID  
  
ALFREDO MENCHACA  
  
CHARLIE BROWN

Members of the Lake County Council

ATTEST:

  
OG

